



City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: August 16, 2005

TO: City Council

VIA: Dennis R. Halloway, City Manager

FROM: W. James Hettrick, Director of Information Systems

SUBJECT: AWARD OF CONTRACT FOR LOMA LINDA CONNECTED COMMUNITY
PROGRAM PROMOTION AND MARKET DEVELOPMENT SERVICES

RECOMMENDATION:

It is recommended that the City Council award the contract for the promotion and market development services for the Loma Linda Connected Community program to Extreme Labs, Inc. (Tom B. Henderson) of Indianapolis, Indiana in the amount of \$18,000.

BACKGROUND:

The Loma Linda Connected Community Program requires that all new development and additions which exceed 50 percent of the original structure and are located within the Fiber-Optic Master Plan Area comply with the Program requirements. The purpose of the Program is to provide Loma Linda business and residents with opportunities for voice, data, video, multimedia, home automation systems, environmental control, security, audio, television, sensors, alarms, and intercom. The Program document describes and establishes the standardized requirements for residential and commercial telecommunications cabling systems. The initial intent is to connect new development but the long-term goal is to eventually retrofit the entire community.

ANALYSIS:

The Loma Linda Connected Community Program has grown and now requires a marketing program. This marketing plan will include position statements about the objectives, goals, intentions and various services. The plan will include the perspective of both residential and commercial fiber-utility users, revealing the infrastructure and partnerships that come together to deliver technical products and services. The marketing plan papers will be written as researched case studies that explain the Connected Community Program. The case studies will cover fiber in the home, fiber in commercial properties, and a guide for private public partnerships.

Funding was allocated in FY 05-06 Budget.

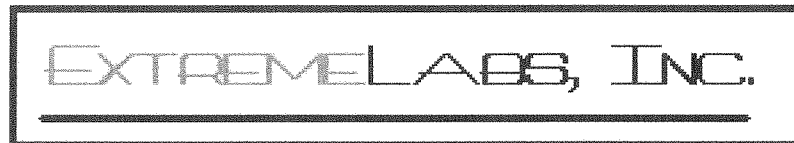
ENVIROMENTAL:

FINANCIAL IMPACT:

Funding will be provided from account no. 40-5900-1830.

Attachments:

A) Quote Sheet



A Proposal for the City of Loma Linda, California

July 15, 2005

Author: Thomas B. Henderson, Managing Director

Promotion and Market Development Services

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Executive Summary

In accordance with the leadership that the City of Loma Linda, California, has displayed in Connected Community Program leadership, ExtremeLabs, Inc. proposes to provide descriptive content services that build upon this foundation.

These services entail the development of feature articles on:

- 1) The Loma Linda File, based on the Connected Community Program, hereinafter described as the “Loma Linda Community Connectivity Standard”
- 2) A “project objective” paper describing the goals and intent of the Connected Community Program
- 3) A paper describing “a typical communications day” in Loma Linda from the perspective of both residential and commercial fiber-utility users, revealing the infrastructure and partnerships that come together to deliver technical products and services

In addition, three papers will be written as researched case studies that explain the Connected Community Program. The case studies will cover fiber in the home, fiber in commercial properties, and a communications installer’s guide to Loma Linda—notes on practical installations.

Collateral and Deliverables

The length of these articles will range from 2000-3500 words, and will be presented in a format that allows them to be adapted to the needs of various publications and target audiences (builders, contractors, analysts, researchers, and others). ExtremeLabs, Inc. will aid and ally the efforts of designated city government representatives or their subordinates (currently W. James Hettrick) to place the articles in various publications.

Research needed for these articles will commence within 30 days of the receipt of a retainer fee, described in the letter of engagement. At least one trip to Loma Linda will be required to prepare the necessary material, as will be the availability of City of Loma Linda staff for short periods of time, both in person and by telephone, to be able to complete the articles as described.

All intellectual property will be retained by the City of Loma Linda, and will be copyrighted to reflect this ownership. ExtremeLabs, Inc. will make no claim to be the legal or public relations representative or spokesperson for the City in its pursuit of placing the articles with various publications and online resource content providers.

Adaptation of Articles

Should the need arise to adapt the articles to other publications, ExtremeLabs, Inc. will negotiate a fee with the publisher to perform needed modifications suitable to the publication. In this event, ExtremeLabs, Inc. will retain the proceeds offered by the publisher for these modifications, and the copyrighted materials may become encompassed in copyrights then owned by the publication and its publisher. Should a publisher ask for modification(s) to the existing content as described above to be paid for by the City of Loma Linda for publication, then the City may, at its discretion and to suit its needs, negotiate with ExtremeLabs, Inc. to perform those modifications at a fee to be agreed upon by both the City and ExtremeLabs, Inc.

Other terms of this proposal are encompassed by the attached Letter of Engagement.

**Letter of Engagement
between
ExtremeLabs, Inc., & The City of Loma Linda, California**

Agreement

As compensation for performance of the foregoing services described in our proposal dated July 15, 2005, our organization, an Indiana Corporation, will be paid a fee by you based upon the amount of time expended by our professional staff in performing the services described. The professional time of the undersigned will be billed at the rates in the Proposal, which is enclosed with this Letter. To the extent other individuals may be used in this engagement, they will be designated and supervised by the Managing Director of ExtremeLabs, Inc., Thomas B. Henderson, in accordance with the best judgment of this organization.

We will provide you with monthly statements indicating the amount due for services rendered and costs incurred that we have agreed upon are necessary to complete the project(s) during the period designated on the statement. Particular services and costs will be itemized. All of our statements are payable on receipt.

Project Retainer and Anticipated Final Cost

As a matter of policy, we request that 50% of our estimated costs be paid prior to commencement of activities on all engagements, by project. As services are performed, costs will be applied against the amount of your remaining balance. Your monthly statements will reflect the application of the initial payment and the amount of the initial balance remaining. If the of fees for services rendered and costs incurred exceeds the balance, the excess will be payable upon your receipt of our statement. If any balance owed is not promptly paid, we shall have the right immediately to discontinue rendering any further services.

The completed cost of the project is estimated at \$15,000, calculated in the following way:

Articles (6) times 2500 words each, for a total of 15,000 words @\$1/word.

Some articles may contain more words, and will certainly contain pertinent photographs, charts, and diagrams.

Expenses

In the course of the engagement, it may be necessary for us to incur expenses for items such as long-distance telephone calls, delivery/messenger services, travel (including lodging and meals) and the like. If we estimate these expenses might exceed US\$500 for each project, we will negotiate the expenses prior to incurring them on your behalf. These items are separately itemized on our statements and will be billed to you in addition to the services. Such expenditures will not be made without your permission. Expenses will be tendered and rendered in the name of ExtremeLabs, Inc., but expensed materials will be owned by the City of Loma Linda.

Termination

Both the City of Loma Linda and this firm shall have the right to terminate this engagement at any time, subject to our obligation to give you reasonable notice to make alternate arrangements. Upon termination by either of us, expenses and outstanding balances become immediately due and payable. Additionally, we hereby reserve the right to include interest charges at a rate not to exceed the maximum amount permitted by law on amounts due for services rendered and costs incurred in excess of any credit balance of the retainer, where such amounts are outstanding for more than thirty (30) days after the invoice is rendered. In the unlikely event that legal proceedings are instituted to collect fees and costs owing to this firm, the prevailing party shall be entitled to the allowance of reasonable attorney's fees and other costs incurred in the action or proceeding.

Intellectual Property

Unless otherwise noted, all collateral material copyrights (upon timely payment of all outstanding invoices) become the property of the City of Loma Linda; ExtremeLabs, Inc. and its assigns and successors will refute all claims of property of these collateral and work production materials. ExtremeLabs, Inc. retains all ownership under all other circumstances, notwithstanding prior ownership of materials by the City of Loma Linda unless required to do otherwise by publishers of articles based upon the materials ExtremeLabs, Inc. prepares for the City of Loma Linda. The City of Loma Linda may elect to name our authorship of collateral generated within the context of the Proposal at their discretion, but may only use the ExtremeLabs, Inc. and Tom Henderson names if the content of the materials published remain substantially unchanged from their submission by ExtremeLabs, Inc.

Confidentiality and Materials Disposition

All materials and notes made during the scope of the Projects Letter are held confidential at the discretion of City of Loma Linda, and will be held for a period of three calendar years from the inception of the materials. At that time, City of Loma Linda may opt to allow them to be destroyed or have them disposed of in the manner of City of Loma Linda's choosing at the City's expense. No charge will be made for ExtremeLabs, Inc. to destroy the materials at the end of the aforementioned three-year term. If no action is taken by City of Loma Linda, ExtremeLabs, Inc. will dispose of the materials in the manner and timing of its choosing. This Letter of Engagement will be defended under the laws of the State of Indiana.

Liability

City of Loma Linda acknowledges that ExtremeLabs, Inc. is not an employee for tax purposes in any way. City of Loma Linda agrees to hold ExtremeLabs, Inc. harmless for any liability arising from materials or collateral generated, exposed or unexposed, under the terms of this Letter of Engagement, the actions undertaken by the Proposal, and its results, consequential or inconsequential. ExtremeLabs, Inc. posits its best efforts and best industrially accepted practices will be used to fulfill the requirements of the proposal.

Force Majeure

If any part of this letter of engagement is found to be void for any reason, then the rest of the terms will remain in effect. If troublesome circumstances arise over the engagement, then both ExtremeLabs, Inc. and City of Loma Linda agree to work together to achieve their mutual goals as outlined in this Letter and the accompanying Proposal.

<signed>
Thomas B. Henderson Date
Managing Director
ExtremeLabs, Inc.

Date
Obligating Officer
City of Loma Linda

Curriculum Vitae and Resumé of Thomas B. Henderson

Professional Career

1998-Present ExtremeLabs, Inc., managing editor and principal researcher as a computing platform analyst. Publish public and private research and opinion on operating systems, CTI, and products within the enterprise computing space.

1993-1998 Unitel, Inc., a division of Telecomm Industries Corporation, Indianapolis, Indiana as senior vice president of engineering and director of subsidiary Beach Labs. Was the largest interconnect in the US. Responsible for computer and computer telephony division; IT infrastructure for 22 sites, engineering standards and oversight; Beach Labs division operations.

1986 – 1993 Corporate Networks, Inc., Indianapolis, Indiana as president. Started and ran fifteen employee computer network integration firm and its subsidiary, Beach Labs. Acquired in 1993 by Unitel, Inc. Designed and deployed over 500 networks in North America.

1982 – 1984 Que Corporation, Indianapolis Indiana as senior systems analyst, and writer/editor. Authored seven books; edited ten more; performed research; was systems manager.

1980 –1982 DataOne, Inc. d/b/a MicroAge Computer Stores; manager of franchise computer store.

1978 – 1980 Hitachi Consumer Products of America, Anaheim California as production manager. Ran quality assurance then production for television manufacturing plant; one hundred fifty employees and one thousand five hundred televisions per day.

Prior to 1977 James B. Lansing Sound, Inc. (JBL), Northridge California as QA superintendent. Cerwin-Vega! Inc. as QA/QC Director

Industrial Responsibilities Past and Present

IP4IT Advisory Board 2005

Comnet Expo Advisory Board 2005

C3Expo Conference Advisory Board 2005

CeBIT America Conference Advisory Board Member 2003-2004

COMDEX Conference Advisory Board; thirteen years to 2003

PC Expo in Chicago Conference Advisory Board, five years 1990-1994

PC Expo in New York Conference Advisory Board; two years, 1995/6; also 2001

Enterprise Computing/Uniforum Conference Advisory Board, two years 1994/5

Networld + InterOp Spring Conference Advisory Board; 1995

Multimedia Telecommunications division of TIA, Board of Governors; three years 1996-1999

Metropolitan Indianapolis Public Broadcasting, Board of Directors; 1996-current (WFYI-20)

Metropolitan Indianapolis Public Broadcasting, Head of Technology and HDTV committees

Meridian Telecommunications/FYI Productions, Board of Directors, three years to present

Indiana Corporation for Business & Modernization Technology (BMT) Software Advisory Board

International Communications Association, Technical Program Committee, 1996-Present-SuperComm

Publishing History - Books

Books: *The Osborne Portable Computer* (1982 Que Corp); *Spreadsheet Software from VisiCalc to 123* (1983 Que Corp with Doug and Gena Cobb); *Multiplan Models for Business* (1983 Que Corp); *IBM PC Software and Expansion Guide* (1983 Que Corp); *Von VisiCalc bis Lotus 123* (translation Academic Services 1983); *Multiplan* (1984 Mark & Technik); *Insider's Guide to Computers and Networking* (Que 1992); *Computer Telephony Engineering Handbook* (1996 New Riders); *Windows NT 4.0* (1996 John Wiley with John Ruley et al; three translations).

Resume of Thomas B. Henderson Publishing History (Continued)

Current and Past Mastheads: *Network World* Global Test Alliance Member; Byte.Com (Linux Columnist and senior contributing editor); PlanetIT (Linux Admin Advisor); ITWorld.Com (Windows 2000 Performance Analysis Column) *Network Magazine* (Remote Test Lab); *Business Technology Solutions* (Networking columnist); *Asian Sources* (Network Columnist); *Canadian Channel Business Magazine* (Columnist).

Published 1995-2003: LAN Magazine, InfoWorld, *Business Technology Solutions*, Datamation, *Network World*, Network Computing, Computer Reseller News, VAR Business, Canadian Computer Reseller, Comdex Daily, Windows Magazine, Network Magazine, Network World Magazine, Winnmag.com, Byte.com, PlanetIT.com, and numerous others

Accomplishments - Past

Industrial Activities: Co-founder and director of the LAN Dealers Association (LANDA); director, Performance Testing Alliance Board; Founder of the Computer Telephony Resellers Association (merged with the MMTA/TIA).

Teaching: Indianapolis Public Schools Adult Education - 1983; J. Everett Light Career Training (1987-1988); Indianapolis Free University (1982-1986); over 350 seminars, tutorials, and panels in the United States, Canada, Japan, and Singapore given on advanced computing and networking infrastructure topics.

Personal

Five children; born in 1954; occasional musician

Research Areas

Isochronous communications transports; large matrix/peer traffic characterizations; aperiodicity and FFTs of clustered computing platforms; IEEE/ITU 8801.11/15/16 transports

760 Kessler Blvd. W. Dr.
Indianapolis Indiana USA 46228-1419
Voice: (+1) 317.253.1169
Fax: (+1)650.618.1465
Mobile: (+1)317.250.4646
Email: thenderson@extremelabs.com

References available upon request.